

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FIDELITY BROKERAGE SERVICES LLC

Plaintiff,

-against-

MARSHALL CARO, WALTER RAQUET,
INDII.COM USE LLC, AND BILL
ROTHFARB

Defendant.

Docket No. 1:10-CIV-05893 (BSJ)
ECF Case

ANSWER TO INTERPLEADER COMPLAINT

Defendant Walter Raquet, by and through his undersigned counsel, for his answer to the interpleader complaint of Plaintiff Fidelity Brokerage Services LLC dated August 4, 2010, alleges as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3.

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 except admits upon information and belief that Caro is the President of Indii.com.

7. Admits the allegations contained in Paragraph 7 except denies that he is the Chief Executive Officer of Indii.com.

8. Admits upon information and belief that Indii.com is a Limited Liability Company organized under the laws of the State of Delaware, but denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 8.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11.

12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14.

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17.

18. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18.

19. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20.

21. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21.

22. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22.

23. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23.

24. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24.

FIRST AFFIRMATIVE DEFENSE

The complaint fails to state a claim against Raquet upon which relief can be granted.

STATEMENT OF CLAIM TO INTERPLEADED FUNDS

1. Raquet owns 37.7 of the equity of Indii.com.

2. Therefore, if the Court orders a division and distribution of the assets in the Indii.com Account, Raquet should be awarded his proportionate share.

WHEREFORE, Raquet prays for judgment awarding him his proportionate share of the Indii.com Account, the costs he incurs in this action, including his attorneys' fees, and such other and further relief as this Court deems just and proper.

September 30, 2010

THE DEFENDANT,
WALTER RAQUET
BY CUMMINGS & LOCKWOOD LLC

By /s/ Michael P. Kaelin
Michael P. Kaelin (MK6625)
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CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2010, a copy of the foregoing Answer to Interpleader Complaint was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system. Parties may access this filing through the court's CM/ECF system.

/S/ MICHAEL P. KAELIN
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